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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

Ruth Aliser, Teresa Boyle, Renee Browne, Stephanie Caudel, Peter Finn, Samira Golbad, Tom McCavitt, Kenton Miller, Mariam E. Noujaim, Lorenzo Nolan, Maureen O'Brien, Javier Palmerin, Barbara Park, Erin Thompson, and James White, as individuals, and on behalf of others similarly situated,

Plaintiffs,

v.

SEIU California; California State University Employees Union, SEIU Local 1000, SEIU Local 521, SEIU Local 721, SEIU Local 1021, SEIU Local 2015, as individual defendants and as representatives of the class of all

Case No. \_\_\_\_\_

**Plaintiffs' Class-Action Complaint  
Jury Trial Demanded**

chapters and affiliates of SEIU California; **California State Employees Association; California State Retirees; Board of Trustees of the California State University; Edmund G. Brown**, in his official capacity of Governor of the State of California; **Xavier Becerra**, in his official capacity as Attorney General of the State of California; **Betty Yee**, in her official capacity as State Controller of California; **Eric Banks, Priscilla Winslow, Erich Shiners, and Arthur A. Krantz**, in their official capacities as chair and members of the California Public Employment Relations Board; **Priya Mathur, Rob Feckner, Margaret Brown, John Chiang, Richard Costigan, Dana Hollinger, Adria Jenkins-Jones, Henry Jones, David Miller, Ramón Rubalcava, Bill Slaton, Theresa Taylor, and Betty Yee**, in their official capacities as members of the Board of Administration for the California Public Employees' Retirement System; **Alex M. Azar II**, in his official capacity as Secretary of Health and Human Services; **Seema Verma**, in her official capacity as Administrator of the Centers for Medicare and Medicaid Services; **United States of America**,

Defendants.

1 Ruth Aliser, Teresa Boyle, Renee Browne, Stephanie Caudel, Peter Finn, Samira  
 2 Golbad, Tom McCavitt, Kenton Miller, Mariam E. Noujaim, Lorenzo Nolan,  
 3 Maureen O'Brien, Javier Palmerin, Barbara Park, Erin Thompson, and James White  
 4 are current or former public employees who were forced to pay money to affiliates of  
 5 SEIU California in violation of their constitutional rights. They sue on behalf on  
 6 themselves and others for a refund of money that was taken from them in violation of

1 the Constitution. The plaintiffs are also seeking prospective relief against  
 2 constitutional violations that the defendants are committing in the wake of *Janus v.*  
 3 *AFSCME Council 31*, 138 S. Ct. 2448, 2486 (2018).

4 **JURISDICTION AND VENUE**

- 5 1. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331, 28 U.S.C.  
 6 § 1343, and 28 U.S.C. § 1367.
- 7 2. Venue is proper because at least one defendant resides or has its offices located  
 8 in this judicial district. *See* 28 U.S.C. § 1391(b)(2).

9 **PARTIES**

- 10 3. Plaintiff Ruth Aliser resides in Tulare County, California.
- 11 4. Plaintiff Teresa Boyle resides in Los Angeles County, California.
- 12 5. Plaintiff Renee Browne resides in San Diego County, California.
- 13 6. Plaintiff Stephanie Caudel resides in Riverside County, California.
- 14 7. Plaintiff Peter Finn resides in Sacramento County, California.
- 15 8. Plaintiff Samira Golbad resides in Riverside County, California.
- 16 9. Plaintiff Tom McCavitt resides in San Mateo County, California.
- 17 10. Plaintiff Kenton Miller resides in Kern County, California.
- 18 11. Plaintiff Mariam Noujaim resides in El Dorado County, California.
- 19 12. Plaintiff Lorenzo Nolan resides in Los Angeles County, California.
- 20 13. Plaintiff Maureen O'Brien resides in San Mateo County, California.
- 21 14. Plaintiff Javier Palmerin resides in San Bernardino County, California.
- 22 15. Plaintiff Barbara Park resides in Santa Clara County, California.
- 23 16. Plaintiff Erin Thompson resides in San Mateo County, California.
- 24 17. Plaintiff James White resides in Sacramento County, California.
- 25 18. Defendant SEIU California is a labor union whose offices are located at 1130  
 26 K Street, Sacramento, California 95814.

1       19. Defendant California State University Employees Union (CSUEU), also  
2 known as SEIU Local 2579, is a labor union whose offices are located at 1108 O  
3 Street, #500, Sacramento, California 95814. CSUEU is an affiliate of SEIU Califor-  
4 nia. CSUEU is sued as an individual defendant and as a representative of the class of  
5 all chapters and affiliates of SEIU California.

6       20. Defendant SEIU Local 1000 is a labor union whose offices are located at  
7 1808 14th Street, Sacramento, California 95811. SEIU Local 1000 is an affiliate of  
8 SEIU California. SEIU Local 1000 is sued as an individual defendant and as a repre-  
9 sentative of the class of all chapters and affiliates of SEIU California.

10      21. Defendant SEIU Local 521 is a labor union whose offices are located at 5228  
11 East Pine Avenue, Fresno, California 93727. SEIU Local 521 is an affiliate of SEIU  
12 California. SEIU Local 521 is sued as an individual defendant and as a representative  
13 of the class of all chapters and affiliates of SEIU California.

14      22. Defendant SEIU Local 721 is a labor union whose offices are located at 1545  
15 Wilshire Boulevard, Suite 100, Los Angeles, California 90017. SEIU Local 721 is an  
16 affiliate of SEIU California. SEIU Local 721 is sued as an individual defendant and as  
17 a representative of the class of all chapters and affiliates of SEIU California.

18      23. Defendant SEIU Local 1021 is a labor union whose offices are located at 447  
19 29th Street, Oakland, California 94609. SEIU Local 1021 is an affiliate of SEIU Cal-  
20 ifornia. SEIU Local 1021 is sued as an individual defendant and as a representative of  
21 the class of all chapters and affiliates of SEIU California.

22      24. Defendant SEIU Local 2015 is a labor union whose offices are located at  
23 2910 Beverly Boulevard, Los Angeles, California 90057. SEIU Local 2015 is an af-  
24 filiate of SEIU California. SEIU Local 2015 is sued as an individual defendant and as  
25 a representative of the class of all chapters and affiliates of SEIU California.

1       25. Defendant California State Employees Association (CSEA) is an entity that  
2 provides business services for public-employee unions in California, including SEIU  
3 Local 1000 and the CSUEU. Its offices are located at 1108 O Street Sacramento,  
4 California 95814.

5       26. Defendant California State Retirees is a membership organization that repre-  
6 sents state government retirees. It is affiliated with the California State Employees  
7 Association (CSEA), and was formerly known as the California State Employees As-  
8 sociation Retirees. Its offices are located at 1108 O Street Sacramento, California  
9 95814.

10      27. Defendant Board of Trustees of the California State University is a public  
11 university. It may be served at its Office of General Counsel, 401 Golden Shore,  
12 Fourth Floor, in Long Beach, California 90802.

13      28. Defendant Edmund G. Brown is the governor of California. His office is lo-  
14 cated at the State Capitol, Suite 1173, Sacramento, California, 95814. Governor  
15 Brown is the representative of the State and is sued in his official capacity.

16      29. Defendant Xavier Becerra is the Attorney General of California. His office is  
17 in Sacramento, California. Attorney General Becerra is the chief law officer of the  
18 State and is charged with enforcing the State's laws—including section 1157.12(b)  
19 of the California Government Code, which the plaintiffs are challenging as unconsti-  
20 tutional. Attorney General Becerra is sued in his official capacity.

21      30. Defendant Betty Yee is the State Controller of California. She can be served  
22 at the Legal Office, State Controller's Office, 300 Capitol Mall, Suite 1850, Sacra-  
23 mento, California 95814. Controller Yee is sued in her official capacity.

24      31. Defendants Eric Banks, Priscilla Winslow, Erich Shiners, and Arthur A. Krantz  
25 are chair and members of the California Public Employment Relations Board, the  
26 entity that oversees public-sector collective bargaining in California and administers

1 the State's labor and collective-bargaining laws, including section 1157.12(b) of the  
 2 California Government Code, which the plaintiffs are challenging as unconstitutional.  
 3 Their offices are located at 1031 18th Street, Sacramento, California 95811-4124.  
 4 They are all sued in their official capacities.

5       32. Defendants Priya Mathur, Rob Feckner, Margaret Brown, John Chiang,  
 6 Richard Costigan, Dana Hollinger, Adria Jenkins-Jones, Henry Jones, David Miller,  
 7 Ramón Rubalcava, Bill Slaton, Theresa Taylor, and Betty Yee are members of the  
 8 Board of Administration of the California Public Employees' Retirement System  
 9 (CalPERS). Their offices are located at 400 Q Street, Sacramento, CA 95811. They  
 10 are all sued in their official capacities.

11       33. Defendant Alex M. Azar II is the U.S. Secretary of Health and Human Ser-  
 12 vices. His office is located at 200 Independence Avenue S.W., Washington, D.C.  
 13 20201. Secretary Azar is sued in his official capacity.

14       34. Defendant Seema Verma is Administrator of the Centers for Medicare and  
 15 Medicaid Services. Her office is located at 7500 Security Boulevard, Baltimore,  
 16 Maryland 21244. Administrator Verma is sued in her official capacity.

17       35. Defendant United States of America is the federal government of the United  
 18 States of America.

#### 19                   **STATEMENT OF FACTS—CSUEU DEFENDANTS**

##### 20       **1. Renee Brown**

21       36. Plaintiff Renee Browne is employed by Cal State University San Marcos. She  
 22 works as an accounts payable technician.

23       37. Ms. Browne began her employment in an “agency shop,” where she was  
 24 forced to either join the CSUEU and pay full membership dues, or else pay “fair share  
 25 service fees” to the union as a condition of her employment.

1       38. Ms. Browne opposed and continues to oppose paying dues to the CSUEU,  
2 because she disapproves of the union's political advocacy and the grossly excessive  
3 salaries that the union pays its leaders.

4       39. Nevertheless, Ms. Browne enrolled in union membership because she was led  
5 to believe that she was required to join the union as a condition of her employment.

6       40. Neither the CSUEU nor Ms. Browne's employer ever informed her that her  
7 union membership dues would be used to fund political lobbying and ideological  
8 causes that are not germane the union's duties as a collective-bargaining representa-  
9 tive. Had Ms. Browne been informed that her union membership dues would be used  
10 in this manner, she never would have agreed to join the union or submit to full mem-  
11 bership dues.

12      41. Ms. Browne never would have joined or paid any money to the union had she  
13 not been forced to work in an unconstitutional agency shop.

14      42. After the Supreme Court announced its ruling in *Janus v. AFSCME Council*  
15 31, 138 S. Ct. 2448 (2018), Ms. Browne resigned her union memberships and de-  
16 manded that the union stop tapping her paychecks.

17      43. On August 28, 2018, Ms. Browne sent a resignation e-mail to Vanessa Vin-  
18 cent, the President of CSUEU Chapter 321. The e-mail read: "I am resigning my  
19 membership in the CSUEU Chapter 321 and all of its affiliates effective immediately.  
20 Please immediately stop taking union membership dues or any other union-related  
21 fees from my paycheck. Let me know if there is any other action needed from me on  
22 this." *See Exhibit 6.*

23      44. Ms. Browne sent this resignation e-mail from her work e-mail account, and  
24 she cc'd Ms. Alejandra Sanchez, the Vice President of CSUEU Chapter 321 and an  
25 Administrative Support Coordinator at CSU San Marcos. Ms. Browne also cc'd Jane  
26 Cross, the director of payroll services at CSU San Marcos. *See Exhibit 6.*

1       45. On September 10, 2018—13 days after Ms. Browne sent her resignation e-mail—a union official e-mailed Ms. Browne and informed her that the CSUEU would continue to take union dues from her paycheck notwithstanding Ms. Browne’s resignation. The e-mail read: “Hi Renee, Cancellations are only accepted via mailed USPS letter, signed with the last 4 digits of your Social Security number to: CSUEU 120 K Street 2nd Floor Sacramento, CA 95814. If you have any additional questions please let me know.” *See Exhibit 6.*

8       46. Neither Ms. Sanchez nor Ms. Cross has ever acknowledged or responded to  
9 Ms. Browne’s request to halt the payroll deduction of union dues.

10      47. The CSUEU and its affiliates are continuing to tap Ms. Browne’s paycheck  
11 for union dues, and CSU San Marcos is continuing to divert Ms. Browne’s wages to  
12 the CSUEU—in defiance of Ms. Browne’s announced resignation from the union  
13 and her demand to immediately halt the payroll deduction of union dues.

14      **2. Kenton Miller**

15      48. Plaintiff Kenton Miller is employed by Cal State University Bakersfield. He  
16 works as an Information Technology Consultant.

17      49. In 1999, Mr. Miller’s employment switched to an “agency shop,” where he  
18 was forced to either join the CSUEU and pay full membership dues, or else pay “fair  
19 share service fees” to the union as a condition of his employment.

20      50. Mr. Miller initially opted for “fair share service fees.” But in 2003, after the  
21 union increased the “fair share service fees” to 95% of union membership dues, Mr.  
22 Miller reluctantly joined the union because he decided that the amount of money that  
23 he would save was not worth the loss of his vote on union leadership and collective-  
24 bargaining matters.

25      51. Mr. Miller never would have joined or paid any money to the union had he  
26 not been forced to work in an unconstitutional agency shop—and had he not been

1 subject to an unconstitutional financial penalty for exercising his constitutional right  
 2 to decline union membership.

3       52. After the Supreme Court announced its ruling in *Janus v. AFSCME Council*  
 4 31, 138 S. Ct. 2448 (2018), Mr. Miller resigned his union membership and de-  
 5 manded that the union stop tapping his paychecks.

6       53. On July 23, 2018, Mr. Miller sent a resignation e-mail to CSUEU officials  
 7 Nicholas Simas, Milissa Ackerly, Neil Jacklin, and Frank Pulido. The e-mail read: “I  
 8 Kenton Miller, resign my membership in CSUE unit 9, immediately, and I want my  
 9 payroll deduction to cease immediately. In light that the Supreme Court has said the  
 10 taking of “Fair share” fees is unconstitutional, I want all past fees taken from me to  
 11 be returned.” *See Exhibit 7.*

12       54. Mr. Miller sent this resignation e-mail from his work e-mail account, and he  
 13 cc’d Tina Williams, the Payroll Manager at CSU Bakersfield, and Marie Freeze, the  
 14 Administrative Support Coordinator in the CSU Bakersfield payroll office. *See Exhibit*  
 15 7.

16       55. On July 27, 2018, a union official e-mailed Mr. Miller and informed him that  
 17 the CSUEU would continue to take union dues from his paycheck notwithstanding  
 18 Mr. Miller’s resignation. The e-mail read: “Hi Kenton, Cancellations are only ac-  
 19 cepted via USPS mail. Please sign and send a cancellation letter with the last 4 digits  
 20 of your social security number to: CSU Employees Union, 1108 “O” Street 5th Floor  
 21 Sacramento, CA 95814. If you have any additional questions please let us know.” *See*  
 22 *Exhibit 7.*

23       56. Neither Ms. Williams nor Ms. Freeze has ever acknowledged or responded to  
 24 Mr. Miller’s request to halt the payroll deduction of union dues.

25       57. The CSUEU and its affiliates are continuing to tap Mr. Miller’s paycheck for  
 26 union dues, and CSU Bakersfield is continuing to divert Mr. Miller’s wages to the

1 CSUEU—in defiance of Mr. Miller’s announced resignation from the union and his  
 2 demand to immediately halt the payroll deduction of union dues.

3 **STATEMENT OF FACTS—SEIU LOCAL 1000 DEFENDANTS**

4 **1. Peter Finn**

5 58. Plaintiff Peter Finn is an Information Security & Privacy Analyst for the Office  
 6 of Statewide Health Planning and Development. He has worked there since 2009.

7 59. Mr. Finn began his employment in an “agency shop,” where he was forced to  
 8 either join SEIU Local 1000 and pay full membership dues, or else pay “fair share  
 9 service fees” to the union as a condition of his employment.

10 60. Mr. Finn opposed and continues to oppose paying dues to SEIU Local 1000,  
 11 because he strongly disapproves of the union’s political activities as well as the grossly  
 12 excessive salaries that the union pays to its leaders.

13 61. Nevertheless, Mr. Finn was automatically enrolled in union membership with-  
 14 out his consent, and the union has been tapping his paycheck since the outset of his  
 15 employment.

16 62. Neither the union nor Mr. Finn’s employer has ever informed him that he  
 17 had a constitutional right to refuse union membership and pay a reduced amount in  
 18 “fair share service fees.” When Mr. Finn finally learned that he had this option in  
 19 2016, he promptly resigned his union membership and paid “fair share service fees”  
 20 to the union from July of 2016 through July of 2017.

21 63. In bargaining units represented by SEIU Local 1000, a person who quits the  
 22 union and opts for “fair share service fees” is *still* required to pay an amount that is  
 23 close to 100% of full union membership dues, with no pro rata discount for the un-  
 24 ion’s political and ideological activities. To avoid funding the union’s political and  
 25 ideological advocacy, an employee must not only resign from the union but must also  
 26 take the *additional* step of declaring himself a “non-germane objector”—the term

1 that SEIU 1000 uses to describe the subset of “fair share service fee” payers who  
2 object to the union’s political and ideological advocacy. “Non-germane objectors”  
3 pay a substantially reduced amount in “fair share service fees,” which are discounted  
4 in proportion to the amount of the union’s budget for political and ideological activi-  
5 ties that are not germane to the union’s collective-bargaining activities.

6 64. In 2016, when Mr. Finn resigned from the union, he also declared himself a  
7 “non-germane objector,” and avoided funding the union’s political and ideological  
8 advocacy from July of 2016 through July of 2017.

9 65. Had Mr. Finn been informed of his constitutional rights at the outset of his  
10 employment, he would have opted for “fair share service fees” and “non-germane  
11 objector” status from the get-go. Mr. Finn strenuously disagrees with the union’s  
12 political and ideological advocacy and would not have opted to support it in any man-  
13 ner.

14 66. In July of 2017, however, the union *automatically* revoked Mr. Finn’s status  
15 as a “non-germane objector” and started collecting “fair-share service fees” that ap-  
16 proached 100% of full membership dues and that funded the union’s political and  
17 ideological activities. The union took this step without ever seeking or obtaining Mr.  
18 Finn’s permission or consent. When Mr. Finn discovered this and asked why the union  
19 had revoked his status as a “non-germane objector,” he was told that he needed to  
20 renew his status as a non-germane objector *each year*, and that the union provides  
21 only a limited window of time in June for employees to “renew” their previous non-  
22 germane-objector status. The union also informed Mr. Finn that the renewal window  
23 for 2017 had closed and that he would have to continue funding the union’s political  
24 and ideological advocacy until June 2018, when he would finally be provided the  
25 opportunity to once again enroll as a “non-germane objector.”

1       67. Mr. Finn was not aware that he needed to affirmatively renew his “non-ger-  
 2 mane objector” status on an annual basis, and the union never sought or obtained  
 3 permission to take his money to use for the union’s political and ideological advocacy.

4       68. When Mr. Finn realized that he was stuck paying an amount of “fair share  
 5 service fees” that was nearly 100% of full union membership dues until at least June  
 6 2018, and that he had no way to avoid funding the union’s political and ideological  
 7 advocacy until that time, Mr. Finn decided to enroll as a union member so he could  
 8 vote against Yvonne Walker (the President of SEIU Local 1000) in the upcoming  
 9 union election. The difference between full membership dues and the “fair share ser-  
 10 vice fees” that Mr. Finn was forced to pay after the union revoked his “non-germane  
 11 objector” status was approximately \$2.00 per month, and Mr. Finn decided that this  
 12 \$2.00 difference was not worth the loss of his vote.

13       69. When the Supreme Court issued its decision in *Janus v. AFSCME Council 31*,  
 14 138 S. Ct. 2448 (2018), Mr. Finn promptly canceled his union membership and  
 15 hand-delivered a resignation letter to the SEIU Local 1000 in early July. A copy of  
 16 that letter is attached to the complaint as Exhibit 8.

17       70. On July 13, 2018, Mr. Finn e-mailed the payroll office at OSHPD to inform  
 18 them that he had resigned his union membership. His e-mail stated: “I have resigned  
 19 from SEIU and would like to know what steps I need to take to make sure they do  
 20 not make any further deductions from my paycheck. I’d appreciate any information  
 21 you can pass on. I can provide a copy of the resignation letter if needed.” *See* Exhibit  
 22 8.

23       71. The payroll office did not respond to Mr. Finn’s e-mail of July 13, 2018.

24       72. On July 17, 2018, Mr. Finn e-mailed his employer’s payroll office once again.  
 25 His e-mail said: “Good morning, I have not received a response to my message on  
 26 the 13th. I’m attaching a copy of my resignation letter that I sent to SEIU and would

1 appreciate knowing if any further action is required on my part to stop SEIU from  
 2 making deductions from my paycheck.” *See Exhibit 8.*

3       73. Later that day, the payroll office e-mailed Mr. Finn and said: “Hi Peter, HR  
 4 does not handle union dues/fees. You would have to contact your union rep or con-  
 5 tact SEIU directly.” *See Exhibit 8.*

6       74. The union continued to tap Mr. Finn’s paycheck of July 31, 2018, for union  
 7 dues, and Mr. Finn’s employer continued to divert Mr. Finn’s wages to SEIU Local  
 8 1000—in defiance of Mr. Finn’s announced resignation from the union and his de-  
 9 mand to immediately halt the payroll deduction of union dues. *See Exhibit 8.*

10      75. But when Mr. Finn received his paycheck of August 30, 2018, the union-  
 11 related payroll deductions had finally ceased. *See Exhibit 8.*

12 **2. Mariam Noujaim**

13      76. Plaintiff Mariam Noujaim is a retired state employee who most recently  
 14 worked for the California Department of Motor Vehicles.

15      77. Ms. Noujaim emigrated from Egypt to the United States in 1979. She began  
 16 working for California in the Department of Justice in 1980.

17      78. Ms. Noujaim began her employment with the State in an “agency shop,”  
 18 where she was forced to either join the California State Employees Association and  
 19 pay full membership dues, or else pay “fair share service fees” to the union as a con-  
 20 dition of her employment.

21      79. Later in her career, Ms. Noujaim worked in bargaining units represented by  
 22 SEIU Local 1000, and Ms. Noujaim was similarly forced to either join or pay “fair  
 23 share service fees” SEIU Local 1000.

24      80. Ms. Noujaim was never told that she had a constitutional right to refuse union  
 25 membership and pay a reduced amount in “fair share service fees,” either by her em-  
 26 ployer or by the unions that she was compelled to support.

1       81. In 2007, Ms. Noujaim discovered that she had the option of quitting the  
2 union and paying “fair share service fees” rather than membership dues.

3       82. Nevertheless, Ms. Noujaim reluctantly chose to remain in SEIU Local 1000  
4 because she decided that the difference between full membership dues and “fair share  
5 service fees” would not have been worth the loss of her vote in collective-bargaining  
6 matters.

7       83. Ms. Noujaim remained a reluctant member of SEIU Local 1000 until she  
8 retired in 2017, before the Supreme Court’s ruling in *Janus*.

9       84. Ms. Noujaim never would have joined or paid any money to the CSEA or  
10 SEIU Local 1000 had she not been forced to work in an unconstitutional agency  
11 shop—and had she not been subject to an unconstitutional financial penalty for ex-  
12 ercising her constitutional right to decline union membership.

13 **3. James White**

14       85. Plaintiff James White is an analyst for the California Department of Technol-  
15 ogy. He has worked for the State since May of 2014.

16       86. Mr. White began his employment in an “agency shop,” where he was forced  
17 to either join SEIU Local 1000 and pay full membership dues, or else pay “fair share  
18 service fees” to the union as a condition of his employment.

19       87. Mr. White was informed during orientation that he had a choice between  
20 paying full membership dues and “fair share service fees.”

21       88. Mr. White did not want to pay any amount of money to SEIU Local 1000,  
22 because he disapproves of the union’s political advocacy and the grossly excessive sal-  
23 aries that the union pays its leaders.

24       89. Nevertheless, Mr. White reluctantly chose to join the union because he de-  
25 cided that the difference between full membership dues and “fair share service fees”  
26 would not have been worth the loss of his vote in collective-bargaining matters.

1       90. Mr. White never would have joined or paid any money to the union had he  
2 not been forced to work in an unconstitutional agency shop—and had he not been  
3 subject to an unconstitutional financial penalty for exercising his constitutional right  
4 to decline union membership.

5       91. Mr. White’s pre-*Janus* “consent” to union membership was unconstitution-  
6 ally coerced and legally invalid, and it cannot support the payroll deduction of union  
7 dues in a post-*Janus*, right-to-work environment.

8       92. Yet the union continues to tap Mr. White’s paycheck for union dues, and the  
9 State of California continues to divert Mr. White’s wages to SEIU Local 1000—even  
10 though neither the union nor the employer has ever obtained Mr. White’s legally valid  
11 consent to union membership or the payroll deduction of union dues.

## 12       **STATEMENT OF FACTS—SEIU LOCAL 521 DEFENDANTS**

### 13       **1. Ruth Aliser**

14       93. Plaintiff Ruth Aliser works for Fresno County Department of Social Services.

15       94. Before the Supreme Court’s ruling in *Janus*, Ms. Aliser worked in an “agency  
16 shop,” where employees were forced to either join SEIU Local 521 and pay full mem-  
17 bership dues, or else pay “fair share service fees” to the union as a condition of their  
18 employment.

19       95. Ms. Aliser reluctantly decided to remain in the union because she decided that  
20 the difference between full membership dues and “fair share service fees” would not  
21 have been worth the loss of her vote in collective-bargaining matters.

22       96. Ms. Aliser never would have joined or paid any money to the union had she  
23 not been forced to work in an unconstitutional agency shop.

24       97. After the Supreme Court announced its ruling in *Janus*, Ms. Aliser promptly  
25 resigned her membership in SEIU Local 521. The union honored Ms. Aliser’s resig-  
26 nation and stopped taking money from her paycheck.

1           **2. Tom McCavitt**

2       98. Plaintiff Tom McCavitt is a former employee of San Mateo County. He re-  
3 signed his employment on July 24, 2018.

4       99. Mr. McCavitt began his employment with San Mateo County in an “agency  
5 shop,” where employees were forced to either join SEIU Local 521 and pay full mem-  
6 bership dues, or else pay “fair share service fees” to the union as a condition of their  
7 employment.

8       100. When Mr. McCavitt began his employment with San Mateo County, he was  
9 told that union membership was a condition of employment. Neither his employer  
10 nor the union ever told Mr. McCavitt that he had a constitutional right to refuse  
11 union membership and pay a reduced amount in “fair share service fees.”

12      101. Because Mr. McCavitt was never informed of his rights and was led to be-  
13 lieve that he was required to join the union as a condition of her employment, Mr.  
14 McCavitt was enrolled in union membership and paid dues to SEIU Local 521 for  
15 eight years. Had Mr. McCavitt been informed of his rights, he would have quit the  
16 union and paid “fair share service fees.”

17      102. Mr. McCavitt never would have joined or paid any money to the union had  
18 he not been forced to work in an unconstitutional agency shop.

19           **3. Barbara Park**

20      103. Plaintiff Barbara Park works for Santa Clara County.

21      104. Ms. Park began her employment with Santa Clara County in an “agency  
22 shop,” where employees were forced to either join SEIU Local 521 and pay full mem-  
23 bership dues, or else pay “fair share service fees” to the union as a condition of their  
24 employment.

25      105. When Ms. Park began her employment with Santa Clara County, she was  
26 told that union membership was a condition of employment. Neither her employer

1 nor the union ever told Ms. Park that she had a constitutional right to refuse union  
 2 membership and pay a reduced amount in “fair share service fees.”

3       106. Because Ms. Park was never informed of her rights and was led to believe  
 4 that she was required to join the union as a condition of her employment, Ms. Park  
 5 was enrolled in union membership and paid dues to SEIU Local 521 until the Su-  
 6 preme Court’s ruling in *Janus*.

7       107. Ms. Park never would have joined or paid any money to the union had she  
 8 not been forced to work in an unconstitutional agency shop.

9       108. After the Supreme Court announced its ruling in *Janus*, Ms. Park called  
 10 SEIU Local 521 and resigned her membership over the phone. She also asked the  
 11 union to stop deducting membership dues from her paycheck. During this call, she  
 12 spoke to a person named Diego. The union honored Ms. Park’s resignation and  
 13 stopped taking money from her paycheck.

#### **STATEMENT OF FACTS—SEIU LOCAL 721 DEFENDANTS**

##### **1. Stephanie Caudel**

16       109. Plaintiff Stephanie Caudel works as an accounting technician for Riverside  
 17 County.

18       110. Before the Supreme Court’s ruling in *Janus*, Ms. Caudel worked in an  
 19 “agency shop,” where employees were forced to either join SEIU Local 721 and pay  
 20 full membership dues, or else pay “fair share service fees” to the union as a condition  
 21 of their employment.

22       111. Ms. Caudel reluctantly decided to join the union because she decided that  
 23 the difference between full membership dues and “fair share service fees” would not  
 24 have been worth the loss of her vote in collective-bargaining matters.

1       112. After the Supreme Court announced its ruling in *Janus v. AFSCME Council*  
 2       31, 138 S. Ct. 2448 (2018), Ms. Caudel mailed a letter to SEIU Local 721 demand-  
 3       ing that the union cease taking membership dues from her paycheck. *See Exhibit 9.*  
 4       Ms. Caudel wrote: “In accordance with the recent Janus v AFSCME case, I am re-  
 5       voking SEIU’s authorization to deduct any dues/fees from my paycheck. Please  
 6       promptly forward a stop deduction notification to Riverside County payroll. I request  
 7       that the appropriate person within SEIU 721 also reply to me, in writing, confirming  
 8       receipt of this notice and indicating when the required stop deduction notice was  
 9       sent.” *See Exhibit 9.*

10      113. Ms. Caudel sent this letter by certified mail, return receipt requested, and  
 11      the union received Ms. Caudel’s letter on August 8, 2018. *See Exhibit 9.*

12      114. In response, Ms. Caudel received a letter from Bob Schoonover, the Presi-  
 13      dent of SEIU Local 721, dated August 14, 2018. *See Exhibit 9.*

14      115. The Schoonover letter implies that the union would not accept Ms. Caudel’s  
 15      letter as a resignation of her union membership. It begins: “You are receiving this  
 16      letter because you contacted SEIU Local 721 to cancel your union membership. *Be-*  
 17      *before making this decision,* I urge you to consider the important benefits of union mem-  
 18      bership. . . .” *See Exhibit 9* (emphasis added).

19      116. The Schoonover letter also announced that SEIU Local 721 would con-  
 20      tinue to take membership dues from Ms. Caudel’s paycheck notwithstanding her in-  
 21      structions to stop. The letter explains: “[W]e want to be clear that you may cancel  
 22      your membership at any time. But please be advised that, you made a commitment to  
 23      pay an amount equal to dues to support your union’s work when you became a mem-  
 24      ber. To end that commitment, you agreed to terminate dues deductions only within  
 25      the prescribed window period outlined in your contract or membership applica-  
 26      tion. . . . If you are within your opt-out window period and still wish to cease dues

1 deductions, you may do so by delivering a signed letter stating that you no longer  
2 wish to be a union member. Please be sure the letter contains the following infor-  
3 mation: full name (as it would appear on your paycheck); current mailing address and  
4 telephone number; employee ID number; and original signature. We encourage you  
5 to send all mailed correspondences by certified mail, so there is a record of it being  
6 sent.” *See Exhibit 9.*

7 117. Ms. Caudel also sent a letter to the Human Resources Department at Riv-  
8 erside County, informing them that she had revoked her authorization for payroll  
9 deductions and demanding that they halt the deduction of union-related fees from  
10 her paycheck. *See Exhibit 9.*

11 **2. Samira Golbad**

12 118. Plaintiff Samira Golbad works as an accounting technician for Riverside  
13 County.

14 119. Before the Supreme Court’s ruling in *Janus*, Ms. Golbad worked in an  
15 “agency shop,” where employees were forced to either join SEIU Local 721 and pay  
16 full membership dues, or else pay “fair share service fees” to the union as a condition  
17 of their employment.

18 120. When Ms. Golbad started working for Riverside County in February 2016,  
19 she was led to believe that union membership was a mandatory condition of employ-  
20 ment. Neither the union nor Ms. Golbad’s employer had ever informed her that she  
21 had a constitutional right to refuse union membership and pay a reduced amount in  
22 “fair share service fees.”

23 121. Ms. Golbad never would have joined or paid money to the union had she  
24 not been forced to work in an unconstitutional agency shop.

1       122. After the Supreme Court announced its ruling in *Janus*, Ms. Golbad mailed  
2 a letter to SEIU Local 721's Riverside office and demanded that the union cease tak-  
3 ing membership dues from her paycheck. *See Exhibit 10.*

4       123. In response, Ms. Golbad received the same letter from Bob Schoonover, the  
5 President of SEIU Local 721, that Ms. Caudel had received. *See paragraphs 115–116;*  
6 *see also Exhibit 10.* Ms. Golbad received these letters twice, the first was dated August  
7 14, 2018, and the second was dated August 21, 2018.

8       124. On September 4, 2018, Ms. Golbad sent a *second* letter to SEIU Local 721  
9 in response to Mr. Schoonover's letter of August 14, 2018. The letter reiterated Ms.  
10 Golbad's demand to halt the payroll deduction of union dues and concluded with the  
11 following: “I do not wish to remain a member of SEIU 721. **Please immediately**  
12 **notify Riverside County payroll that I have exercised my right to opt-out of**  
13 **your union.**” *See Exhibit 10* (emphasis in original).

14       125. In response to this letter, SEIU 721 sent Ms. Golbad the same letter from  
15 Bob Schoonover that she had previously received. This time the letter was dated Sep-  
16 tember 6, 2018. *See Exhibit 10.*

17       126. The Schoonover letter implies that the union was not even accepting Ms.  
18 Golbad's resignation, in addition to rejecting her demands to halt the payroll deduc-  
19 tion of union dues. *See Exhibit 10* (“You are receiving this letter because you con-  
20 tacted SEIU Local 721 to cancel your union membership. *Before making this decision,*  
21 I urge you to consider the important benefits of union membership. . . .” (emphasis  
22 added)). But Ms. Golbad had already made her decision to resign and communicated  
23 that decision clearly and unequivocally in her letter of September 4, 2018. The union  
24 of course may ask Ms. Golbad to reconsider her decision to resign, but it cannot  
25 pretend as though she has not *made* that decision that they are asking her to recon-  
26 sider.

1       127. Ms. Golbad also asked the Human Resources department at Riverside  
2 County to stop diverting her paycheck to SEIU 721. Human Resources refused to  
3 honor Ms. Golbad's request, explaining that they cannot halt the payroll deduction  
4 of union dues unless the union instructs them to stop.

5 **3. Lorenzo Nolan**

6       128. Plaintiff Lorenzo Nolan works at the Los Angeles County Department of  
7 Public Social Services.

8       129. Before the Supreme Court's ruling in *Janus*, Ms. Nolan worked in an  
9 "agency shop," where employees were forced to either join SEIU Local 721 and pay  
10 full membership dues, or else pay "fair share service fees" to the union as a condition  
11 of their employment.

12       130. Mr. Nolan was a "fair share service fee" payer until the Supreme Court's  
13 ruling in *Janus*, but the union took more than \$3,500 from his wages on account of  
14 this unconstitutional agency-shop arrangement.

15       131. Because Mr. Nolan was a "fair share service fee" payer, the union stopped  
16 tapping Mr. Nolan's paycheck as soon as the *Janus* ruling was announced.

17 **4. Javier Palmerin**

18       132. Plaintiff Javier Palmerin works in the Los Angeles County Public Defender's  
19 Office.

20       133. Before the Supreme Court's ruling in *Janus*, Mr. Palmerin worked in an  
21 "agency shop," where employees were forced to either join SEIU Local 721 and pay  
22 full membership dues, or else pay "fair share service fees" to the union as a condition  
23 of their employment.

24       134. Mr. Palmerin reluctantly chose to join SEIU Local 721 because he decided  
25 that the difference between full membership dues and "fair share service fees" would  
26 not have been worth the loss of his vote in collective-bargaining matters.

1       135. Mr. Palmerin never would have joined or paid any money to SEIU Local  
 2 721 had he not been forced to work in an unconstitutional agency shop—and had  
 3 he not been subject to an unconstitutional financial penalty for exercising his consti-  
 4 tutional right to decline union membership.

5       136. After the Supreme Court announced its ruling in *Janus v. AFSCME Council*  
 6 31, 138 S. Ct. 2448 (2018), Mr. Palmerin resigned his union membership and de-  
 7 manded that the union cease taking membership dues from his paycheck. The union  
 8 honored Mr. Palmerin’s demands only because Mr. Palmerin submitted his request  
 9 during the annual two-week opt-out period that the union had imposed on him.

## 10      STATEMENT OF FACTS—SEIU LOCAL 1021 DEFENDANTS

### 11      1. Maureen O’Brien

12       137. Plaintiff Maureen O’Brien works for the city and county of San Francisco.

13       138. Before the Supreme Court’s ruling in *Janus*, Ms. O’Brien worked in an  
 14 “agency shop,” where employees were forced to either join SEIU Local 1021 and pay  
 15 full membership dues, or else pay “fair share service fees” to the union as a condition  
 16 of their employment.

17       139. When Ms. O’Brien began her employment with city and county of San  
 18 Francisco, she was led to believe that union membership was required as a condition  
 19 of employment. Neither her employer nor the union ever told Ms. O’Brien that she  
 20 had a constitutional right to refuse union membership and pay a reduced amount in  
 21 “fair share service fees.”

22       140. Because Ms. O’Brien was never informed of her rights, she was enrolled in  
 23 union membership and paid dues to SEIU Local 1027 until the Supreme Court’s  
 24 ruling in *Janus*.

25       141. Ms. O’Brien never would have joined or paid any money to the union had  
 26 she not been forced to work in an unconstitutional agency shop—and had she not

been subject to an unconstitutional financial penalty for exercising her constitutional right to decline union membership.

142. After the Supreme Court announced its ruling in *Janus*, Ms. O'Brien mailed a letter to the union's headquarters announcing her resignation and demanding that the union stop deducting membership dues from her paycheck. The union honored Ms. O'Brien's request and stopped taking money from her paycheck.

## **STATEMENT OF FACTS—SEIU LOCAL 2015**

1. Teresa Boyle

143. Plaintiff Teresa A. Boyle is a home health-care provider. Ms. Boyle cares for her mother and is paid for her services by California's Medicaid program.

144. Ms. Boyle started working as a home health-care provider in 2011. At that time, Ms. Boyle worked in an “agency shop,” where home health-care workers were forced to either join SEIU Local 2015 and pay full membership dues, or else pay “fair share service fees” to the union.

145. Ms. Boyle noticed that SEIU Local 2015 was taking money from her paychecks and asked whether she could stop these payments. Ms. Boyle was told that there was no way to avoid paying dues to the union.

146. Neither the union nor the State ever informed Ms. Boyle that she had a constitutional right to refuse union membership and pay a reduced amount in “fair share service fees” to SEIU Local 2015. Because Ms. Boyle was left unaware of this option, she remained a member of SEIU Local 2015 during her time as a home health-care provider.

147. When the Supreme Court announced its ruling in *Harris v. Quinn*, 134 S.Ct. 2618 (2014), neither the union nor the State ever informed Ms. Boyle that she had the right to stop the union from garnishing her wages by resigning her union membership. Ms. Boyle did not learn about the *Harris* ruling until after the Supreme

1 Court announced its decision in *Janus*. Because Ms. Boyle was left unaware of her  
 2 constitutional rights under *Harris*, she remained a member of SEIU Local 2015 from  
 3 2014 through 2018.

4 148. Ms. Boyle never would have joined or paid any money to SEIU Local 2015  
 5 had she not been forced to work in an unconstitutional agency shop from 2011–2014.

6 149. Ms. Boyle would not have remained in the union after *Harris* had she been  
 7 informed of her constitutional rights under that decision.

8 150. After the Supreme Court announced its ruling in *Janus*, Ms. Boyle mailed a  
 9 letter to the union on July 15, 2018, announcing her resignation from SEIU Local  
 10 2015 and demanding that the union stop taking membership dues from her  
 11 paychecks. *See Exhibit 11.*

12 151. The union responded by mailing a letter from Laphonza Butler, the Presi-  
 13 dent of SEIU Local 2015, that resembles the Schoonover letter described in para-  
 14 graphs 115–116. *See Exhibit 11.*

15 152. The Butler letter acknowledges that Ms. Boyle “may cancel [her] union  
 16 membership at any time.” *Id.* But it also indicates that the union was refusing to  
 17 accept Ms. Boyle’s resignation in her letter of July 15, 2018. The letter said: “*If you*  
 18 *still want to cancel our membership*, you may do so by sending a signed letter stating  
 19 that you no longer wish to be a union member, and stating that you understand that  
 20 your dues deductions will continue unless and until you send a letter during the period  
 21 specified above (or during any of the later cancellation periods available to you).” *Id.*  
 22 (emphasis added).

23 153. The final paragraph in the Butler letter also indicates that the union was  
 24 refusing to accept Ms. Boyle’s resignation. *See id.* (“*Before making this important de-*  
 25 *cision*, I urge you to consider the important benefits of union membership.” (emphasis  
 26 added)). But Ms. Boyle’s letter of July 15, 2018, made clear that she had already made

1 the decision to resign. *See Exhibit 11* (“With this letter I am resigning my membership  
 2 in the union.”); *id.* (“I am immediately terminating my membership in the union and  
 3 all of its affiliates”). The Butler letter responds as though Ms. Boyle had merely in-  
 4 quired about the possibility of resigning, when Ms. Boyle had clearly and unequivocally  
 5 announced that she *was* resigning and already made her decision.

6 154. The Butler letter also announced that SEIU Local 2015 would continue to  
 7 take membership dues from Ms. Boyle’s paycheck. The letter explains: “As we ex-  
 8 plained when you contacted the Union, you chose to sign a union membership card  
 9 that includes a commitment to continue paying dues until either the fifteen-day period  
 10 after to the anniversary date of the time the card was signed or until the fifteen-day  
 11 period after the expiration date of your collective bargaining agreement (whichever is  
 12 sooner). If you do not request cancellation of dues deduction during any such fifteen-  
 13 day period, the deductions will continue until the next such period, when you will  
 14 again have the opportunity to cancel dues deductions. The next period during which  
 15 you may cancel your dues authorization is **1/6/2019–1/20/2019**). *See Exhibit*  
 16 *11.*

17 **2. Erin Thompson**

18 155. Plaintiff Erin Thompson is a home health-care worker in San Mateo County.  
 19 She cares for her sister and her nephew, both of whom live with her, as well as a third  
 20 client who lives in San Francisco.

21 156. Ms. Thompson began working as home a health-care provider in 2012. At  
 22 that time, Ms. Thompson lived in Los Angeles County.

23 157. Shortly after Ms. Thompson enrolled as a home health-care provider in  
 24 2012, two individuals affiliated with SEIU Local 2015 visited Ms. Thompson at her  
 25 home. They sought to persuade Ms. Thompson to join the union and contribute  
 26 money to “COPE,” the SEIU’s “Committee on Political Education.”

1       158. These individuals informed Ms. Thompson that her union membership dues  
2 would be \$10 per month and that her monthly COPE contribution would be \$5 per  
3 month.

4       159. They also informed Ms. Thompson that the COPE contribution was vol-  
5 unty. They did not, however, tell Ms. Thompson that she had the right to decline  
6 union membership and pay “fair share service fees” in lieu of union membership dues.

7       160. As a result, Ms. Thompson was led to believe that she was required to enroll  
8 in the union as a condition of working as a home health-care provider.

9       161. Ms. Thompson signed the documents to enroll herself in union member-  
10 ship, on the understanding that the union would take only \$10 per month in mem-  
11 bership dues from her paycheck. Ms. Thompson declined the union’s invitation to  
12 provide financial support to COPE.

13       162. After Ms. Thompson signed these documents in 2012, the State Controller  
14 began deducting union dues from Ms. Thompson’s paycheck and paying that money  
15 directly to SEIU 2015.

16       163. Initially the union took only \$10 per month from Ms. Thompson’s  
17 paycheck, consistent with the representations it made during the visit to her home.  
18 But later the union began taking additional money from Ms. Thompson’s paycheck,  
19 without seeking or obtaining Ms. Thompson’s consent to these payments.

20       164. In 2014, for example, the union started taking \$10 in COPE deductions  
21 from Ms. Thompson’s paycheck, even though Ms. Thompson has never consented to  
22 COPE contributions and specifically rejected the union’s invitation to contribute to  
23 COPE when the union’s representatives visited Ms. Thompson at her home. *See Ex-*  
24 *hibit 12 (paystub dated December 8, 2014, for services rendered to Kevan J. Hill).*  
25 Worse, the union has been taking \$10 per month in COPE deductions from *each* of

1 the three separate monthly payments that Ms. Thompson receives for the three sepa-  
 2 rate clients that she serves. *See id.* (paystub dated July 9, 2018, for services provded  
 3 to Elka Gilmore; paystub dated August 6, 2018 for services provided to Kevan J. Hill;  
 4 paystub dated September 7, 2018, for services provided to Sharon M. Quinn, each  
 5 with \$10 taken for “COPE/PEOPLE”). But the union has not been entirely con-  
 6 sistent; in some pay periods the union has chosen not to tap Ms. Thompson’s  
 7 paycheck for COPE contributions. *See id.* (paystub dated May 23, 2017, for services  
 8 provided to Kevan J. Hill, with no COPE deductions taken out). It appears that the  
 9 union has decided that it can take COPE contributions from Ms. Thompson’s  
 10 paycheck whenever it wants to.

11       165. Worse still, the union has been taking monthly membership dues from *each*  
 12 of the three separate monthly payments that Ms. Thompson receives for the three  
 13 different clients that she serves. Monthly union dues are to be assessed *per worker*;  
 14 they are not assessed per client—and they are not to be doubled or tripled whenever  
 15 a home health-care worker takes on additional clients.

16       166. The union has also been taking money from Ms. Thompson’s paychecks for  
 17 health insurance and dental insurance that she never requested or signed up for.

18       167. When the Supreme Court announced its ruling in *Harris v. Quinn*, 134 S.  
 19 Ct. 2618 (2014), neither the union nor the State informed Ms. Thompson that she  
 20 had the right to stop the union from garnishing her wages by resigning her union  
 21 membership. Ms. Thompson did not learn about the ruling in *Harris* until shortly  
 22 before the Supreme Court announced its decision in *Janus*. Because Ms. Thompson  
 23 was unaware of her constitutional rights under *Harris*, she remained a member of  
 24 SEIU Local 2015 from 2014 through 2018.

25       168. Ms. Thompson would not have remained in the union after *Harris* had she  
 26 been informed of her constitutional rights under that decision.

1       169. Ms. Thompson never would have joined or paid any money to SEIU Local  
 2 2015 had she not been forced to work in an unconstitutional agency shop from 2011–  
 3 2014.

4       170. On June 7, 2018—after *Harris* but before *Janus*—Ms. Thompson mailed  
 5 a letter to SEIU Local 2015 announcing her resignation from the union and demand-  
 6 ing that the union stop taking money from her paycheck. *See Exhibit 12.* Ms. Thomp-  
 7 son sent this letter by certified mail, return receipt requested. *See Exhibit 12.*

8       171. Ms. Thompson never received the return receipt back after mailing this let-  
 9 ter to SEIU Local 2015.

10      172. On July 11, 2018—two weeks after *Janus*—Ms. Thompson mailed a sec-  
 11 ond letter to SEIU Local 2015 announcing her resignation from the union and de-  
 12 manding that the union stop taking money from her paycheck. *See Exhibit 12.* The  
 13 union has not acknowledged or responded to that letter.

14      173. Ms. Thompson has telephoned the union at least nine times since 2015 in  
 15 an effort to stop these unauthorized garnishments of her wages. Each time she has  
 16 called the union has been unhelpful and uncooperative.

#### 17      **STATEMENT OF FACTS—CSEA AND CALPERS DEFENDANTS**

18      174. Plaintiff Mariam Noujaim is a retired state employee.

19      175. Since her retirement in April 2017, Ms. Noujaim has been receiving a pen-  
 20 sion administered by the California Public Employees’ Retirement System (CalPERS).

21      176. Ms. Noujaim’s pension is directly deposited into her bank account, and she  
 22 does not receive any pay stubs or written documentation that shows whether any  
 23 money is being diverted from her pension.

24      177. After retiring, Ms. Noujaim began receiving e-mails from the California  
 25 State Employees Association (CSEA).

1       178. Ms. Noujaim was surprised to receive those e-mails, because the CSEA has  
2 not represented Ms. Noujaim since the 1980s. At the time of her retirement, SEIU  
3 Local 1000 had been representing Ms. Noujaim and her bargaining unit.

4       179. In June of 2018, Ms. Noujaim phoned the CSEA and asked why she was  
5 receiving e-mails from their organization. The person on the phone explained that  
6 Ms. Noujaim was receiving those e-mails because she was enrolled as a member of  
7 California State Retirees—the CSEA’s affiliate for retired state employees. The person  
8 on the phone also informed Ms. Noujaim that California State Retirees was taking  
9 \$9.00 per month from Ms. Noujaim’s pension as membership dues.

10      180. Ms. Noujaim had no idea that CalPERS had been diverting money from her  
11 pension to California State Retirees. These pension deductions had been occurring  
12 for more than a year, yet the first time Ms. Noujaim learned of it was during this  
13 phone call with the CSEA.

14      181. Ms. Noujaim protested that she had never agreed to join California State  
15 Retirees—and she had not authorized California State Retirees or any of its affiliates  
16 to tap her pension for membership dues. The person on the phone responded by  
17 telling Ms. Noujaim that she had signed documents in 1980 that authorized Califor-  
18 nia State Retirees to enroll her in membership and tap her pension for dues upon her  
19 retirement.

20      182. When Ms. Noujaim demanded to see the documents that she had suppos-  
21 edly signed in 1980, the person on the phone explained that Ms. Noujaim would  
22 need to submit a written request for these documents.

23      183. During this phone call, Ms. Noujaim also demanded that California State  
24 Retirees stop collecting membership dues from her pension. The person on the phone  
25 responded that Ms. Noujaim would need to submit that request by mail or fax.

1       184. On June 12, 2018, Ms. Noujaim faxed a letter to the CSEA demanding that  
 2 it cancel her membership and cease taking money from her pension. *See Exhibit 13.*

3       185. The fax had no effect, and the CSEA neither acknowledged receipt of the  
 4 fax nor halted the collection of membership dues from Ms. Noujaim's pension.

5       186. On August 3, 2018, Ms. Noujaim called the CSEA a second time to ask  
 6 why California State Retirees was continuing to raid her pension when she had clearly  
 7 and unequivocally instructed them to stop. This time she spoke to a person named  
 8 Wendy.

9       187. Wendy told Ms. Noujaim that the CSEA never received the fax that she had  
 10 sent on June 12, 2018.

11       188. To this day, CalPERS is continuing to divert Ms. Noujaim's pension to an  
 12 organization that she does not support, and California State Retirees is continuing to  
 13 take money from Ms. Noujaim's pension without her approval. *See Exhibit 13.*

#### **14 STATEMENT OF CLAIM—UNCONSTITUTIONAL AGENCY SHOP**

15       189. The compelled subsidy that the plaintiffs were forced to pay to the union  
 16 defendants as a condition of their employment violated their constitutional rights—  
 17 regardless of whether they chose to remain in the union and pay full membership dues  
 18 or resign their membership and pay “fair share service fees.” *See Janus v. AFSCME*  
*Council 31*, 138 S. Ct. 2448 (2018).

20       190. The Supreme Court’s rulings in *Janus* and *Harris v. Quinn* are retroactive.  
 21 *See Harper v. Virginia Dep’t of Taxation*, 509 U.S. 86, 96 (1993) (“[A] rule of federal  
 22 law, once announced and applied to the parties to the controversy, must be given full  
 23 retroactive effect by all courts adjudicating federal law.”).

24       191. The union defendants and their affiliates were acting under color of state  
 25 law by imposing these mandatory union payments on the plaintiffs and their fellow

1 class members. *See, e.g.*, Cal. Gov't Code §§ 3502.5, 3515.7, 3583.5; *Lugar v. Ed-*  
 2 *mondson Oil Co. Inc.*, 457 U.S. 922 (1982).

3 192. The union defendants and their affiliates have committed the torts of con-  
 4 version and trespass to chattels by confiscating money belonging to the plaintiffs with-  
 5 out obtaining legally valid consent. The union defendants are therefore liable to the  
 6 plaintiffs in tort and in an action for replevin. The union defendants cannot defend  
 7 their tortious behavior by relying on sections 3502.5, 3515.7, or 3583.5 of the Cali-  
 8 fornia Government Code, because those statutes are unconstitutional and unconsti-  
 9 tutional statutes cannot confer immunity on tortious conduct.

10 193. Nor can the unions defend themselves by claiming that the plaintiffs "con-  
 11 sented" to the payment of full membership dues, because their consent to pay union  
 12 membership dues was unconstitutionally coerced by the pre-*Janus* agency-shop ar-  
 13 rangements. Any public employee who agreed to union membership before *Janus* did  
 14 so at a time when they were *compelled* to pay at least the amount of "fair share service  
 15 fees" whether they joined the union or not. A pre-*Janus* public employee who agreed  
 16 to union membership under these circumstances consented to pay only the *difference*  
 17 between full union dues and the compulsory "fair share service fees" that would have  
 18 been imposed had they refused to join.

19 194. The plaintiffs and their fellow class members are entitled to a refund in the  
 20 amount of the "fair share service fees" that they were forced to pay regardless of  
 21 whether they retained or resigned her union membership.

22 195. Ms. Boyle and Ms. Thompson and their fellow class members are entitled  
 23 to a refund of all union dues that SEIU Local 2015 collected after *Harris v. Quinn*  
 24 from home health-care workers who were not informed of their constitutional rights  
 25 under *Harris* and who did not knowingly and freely waive those constitutional rights.

1       196. Ms. Browne and Mr. Miller are suing on behalf of all current and former  
2 public employees in California who: (1) are or were members of the CSUEU or its  
3 affiliates; and (2) would not have joined or paid money to the union had they not  
4 worked in an unconstitutional agency shop. The class includes anyone who has ever  
5 fallen within this definition, including former and retired public employees, and it  
6 includes anyone who comes within the class definition at any time before the conclu-  
7 sion of this action.

8       197. Mr. Finn, Ms. Noujaim, and Mr. White are suing on behalf of all current  
9 and former public employees in California who: (1) are or were members of SEIU  
10 Local 1000 or its affiliates; and (2) would not have joined or paid money to the union  
11 had they not worked in an unconstitutional agency shop. The class includes anyone  
12 who has ever fallen within this definition, including former and retired public employ-  
13 ees, and it includes anyone who comes within the class definition at any time before  
14 the conclusion of this action.

15       198. Ms. Aliser, Mr. McCavitt, and Ms. Park are suing on behalf of all current  
16 and former public employees in California who: (1) are or were members of SEIU  
17 Local 521 or its affiliates; and (2) would not have joined or paid money to the union  
18 had they not worked in an unconstitutional agency shop. The class includes anyone  
19 who has ever fallen within this definition, including former and retired public employ-  
20 ees, and it includes anyone who comes within the class definition at any time before  
21 the conclusion of this action.

22       199. Ms. Caudel, Ms. Golbad, and Mr. Palmerin are suing on behalf of all current  
23 and former public employees in California who: (1) are or were members of SEIU  
24 Local 721 or its affiliates; and (2) would not have joined or paid money to the union  
25 had they not worked in an unconstitutional agency shop. The class includes anyone

who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

200. Mr. Nolan is suing on behalf of all current and former public employees in California who paid “fair share service fees” to SEIU Local 721 before the Supreme Court’s ruling in *Janus*. The class includes anyone who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

201. Ms. O'Brien is suing on behalf of all current and former public employees in California who: (1) are or were members of SEIU Local 1021 or its affiliates; and (2) would not have joined or paid money to the union had they not worked in an unconstitutional agency shop. The class includes anyone who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

202. Ms. Boyle and Ms. Thompson are suing on behalf of all current and former home health-care workers in California who: (1) are or were members of SEIU Local 2015 or its affiliates; and (2) would not have joined or paid money to the union had they not worked in an unconstitutional agency shop. The class includes anyone who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

**STATEMENT OF CLAIM—UNCONSTITUTIONAL  
GARNISHMENT OF WAGES POST-JANUS**

203. Some but not all of the union defendants are violating the Constitution by preventing public employees from resigning their union membership and terminating the compelled payment of union dues. Public employees have a constitutional right

1 to terminate their union membership at any time, and when they assert this right the  
 2 union must honor their wishes and immediately halt the payroll deductions of union  
 3 dues. *See Janus*, 138 S. Ct. at 2486 (“Neither an agency fee nor any other payment  
 4 to the union may be deducted from a nonmember’s wages, nor may any other attempt  
 5 be made to collect such a payment, unless the employee affirmatively consents to  
 6 pay.”).

7 204. A public employer and a public-employee union are constitutionally obligated  
 8 to honor an employee’s decision to resign his union membership, and once the  
 9 employee resigns the employer and the union must immediately halt the payroll de-  
 10 duction of union dues, regardless of how the employee chooses to communicate his  
 11 resignation.

12 205. The CSUEU, SEIU Local 721, and SEIU Local 2015 are violating the  
 13 Speech Clause and the Supreme Court’s ruling in *Janus* by tapping the plaintiffs’  
 14 paychecks for membership dues after they had clearly and unequivocally announced  
 15 their resignations from the union. *See Exhibit 6* (e-mail from Renee Browne) (“I am  
 16 resigning my membership in the CSUEU Chapter 321 and all of its affiliates effective  
 17 immediately. Please immediately stop taking union membership dues or any other  
 18 union-related fees from my paycheck.”); *Exhibit 7* (“I Kenton Miller, resign my mem-  
 19 bership in CSUE unit 9, immediately, and I want my payroll deduction to cease im-  
 20 mediately.”); *see Exhibit 10* (letter from Samira Golbad) (“I do not wish to remain a  
 21 member of SEIU 721. Please immediately notify Riverside County payroll that I have  
 22 exercised my right to opt-out of your union.” (emphasis removed)); *see Exhibit 11*  
 23 (letter from Teresa Boyle) (“With this letter I am resigning my membership in the  
 24 union.”); *see also Janus*, 138 S. Ct. at 2486 (“Neither an agency fee nor any other  
 25 payment to the union may be deducted from a nonmember’s wages, nor may any

1 other attempt be made to collect such a payment, unless the employee affirmatively  
 2 consents to pay.”).

3 206. The CSUEU, SEIU Local 721, and SEIU Local 2015 are violating the  
 4 Speech Clause and *Janus* by insisting that that employees who have announced their  
 5 resignation from the union take the *additional* step of mailing a signed letter request-  
 6 ing the cancellation of payroll deductions—and to allow them this opportunity only  
 7 during a limited opt-out window that comes around once per year. *See* Exhibits 6–7  
 8 (CSUEU e-mails to Ms. Browne and Mr. Miller); Exhibits 9–10 (Schoonover letter);  
 9 Exhibit 11 (Butler letter). The plaintiffs ceased to be union members at the moment  
 10 they e-mailed or mailed their resignation letters to the union, and *Janus* forbids the  
 11 union to touch the paycheck of a non-union member unless it secures “clear and  
 12 affirmative consent” in advance. *See Janus*, 138 S. Ct. at 2486.

13 207. SEIU Local 721 and SEIU Local 2015 are violating the Speech Clause and  
 14 *Janus* by refusing to accept or recognize Ms. Golbad and Ms. Boyle’s resignations  
 15 from the union after each of them had clearly and unequivocally declared their resig-  
 16 nations in writing. *See* Exhibit 10 (Schoonover letter); Exhibit 11 (Butler letter). In-  
 17 stead of accepting their resignations, the unions told them to think it over and write  
 18 back again if they *really* wanted to resign. *See* Exhibit 10 (Schoonover letter); Exhibit  
 19 11 (Butler letter). A union must immediately accept and implement a public em-  
 20 ployee’s decision to resign from the union; it cannot require an employee to submit a  
 21 second resignation letter after the employee clearly communicated his desire to resign  
 22 in the first.

23 208. The California State Controller is violating the Speech Clause and *Janus* by  
 24 deducting union membership dues from the paychecks of public employees who have  
 25 resigned their union membership.

1       209. The Board of Trustees of the California State University is violating the  
2 Speech Clause and *Janus* by deducting union membership dues from the paychecks  
3 of Ms. Browne and Mr. Miller. When a public employee informs his employer that he  
4 has resigned from the union and no longer wants union-related payments deducted  
5 from his paycheck, the Speech Clause compels the public employer to immediately  
6 implement the employee's instructions. *See Janus*, 138 S. Ct. at 2486 (“Neither an  
7 agency fee nor any other payment to the union may be deducted from a nonmember’s  
8 wages, nor may any other attempt be made to collect such a payment, unless the  
9 employee affirmatively consents to pay.”). Mr. Browne and Mr. Miller cc’d their em-  
10 ployer’s payroll office on their union resignation e-mails, and the university was con-  
11 stitutionally obligated to recognize Mr. Browne and Mr. Miller’s resignation from the  
12 union and halt the payroll deductions of union dues. Any state law or provision in a  
13 collective-bargaining agreement that requires an employer to continue the payroll de-  
14 duction of union dues from an employee who has resigned his union membership is  
15 unconstitutional and void.

16       210. Section 1157.12(b) of the California Government Code requires public em-  
17 ployers (including the Trustees of California State University) to “[d]irect employee  
18 requests to cancel or change deductions for employee organizations to the employee  
19 organization, rather than to the public employers.” Exhibit 1. Section 1157.12(b)  
20 also requires public employers to “rely on information provided by the [union] re-  
21 garding whether deductions for [a union] were properly canceled or changed, and the  
22 [union] shall indemnify the public employer for any claims made by the employee for  
23 deductions made in reliance on that information.” *Id.* Finally, section 1157.12(b)  
24 provides that payroll deductions “may be revoked only pursuant to the terms of the  
25 employee’s written authorization.” *Id.*

1       211. Each of these provisions in section 1157.12(b) is unconstitutional. A public  
2 employer must immediately cease union-related payroll deductions upon learning that  
3 an employee has resigned from the union—regardless of whether the employee learns  
4 this from the union or the employee. *See Janus*, 138 S. Ct. at 2486. It is equally  
5 unconstitutional to limit a public employee’s right to terminate payments to a union  
6 that he no longer belongs to. *See Janus*, 138 S. Ct. at 2486.

7       212. Any provision in a collective-bargaining agreement that purports to limit an  
8 employee’s ability to resign his union membership is unconstitutional and unenforce-  
9 able. A union and a public employer cannot agree to limit an employee’s constitu-  
10 tional right to withdraw his union membership and halt the payroll deduction of un-  
11 ion dues.

12       213. Any union-membership contract that purports to limit an employee’s con-  
13 stitutional right to quit the union or withdraw financial support is legally unenforce-  
14 able. A public employee has the constitutional right to revoke his or her union mem-  
15 bership and union-related payments at any time, and this right cannot be limited by  
16 the union in any way.

17       214. In addition, any public employee that signed a pre-*Janus* union-membership  
18 contract was unconstitutionally coerced and did not provide legally valid consent. An  
19 employee that chose to join the union while working in an unconstitutional agency  
20 shop was *compelled* to pay at least the amount of “fair share service fees” to the union  
21 regardless of whether he joined, and any agreement to pay membership dues under  
22 these circumstances is tainted by the unconstitutional agency-shop arrangement. A  
23 person who is told, “Sign this contract or else I will take \$500 per year from your  
24 paycheck,” and then signs the contract in response to this “offer,” has signed the  
25 contract under duress and has not provided legally valid consent.

1       215. Finally, a waiver of constitutional rights cannot be presumed, and any such  
2 waiver must be “freely given and shown by ‘clear and compelling’ evidence.” *Janus*,  
3 138 S. Ct. at 2486. The union cannot tap an employee’s paycheck unless it can show  
4 that the employee has *waived* his constitutional right to withhold payments to a public  
5 employee union, and such a waiver must be “freely given and shown by ‘clear and  
6 compelling’ evidence.” *Janus*, 138 S. Ct. at 2486. A waiver of constitutional rights  
7 must also be fully informed. *See Brady v. United States*, 397 U.S. 742, 748 (1970)  
8 (“Waivers of constitutional rights not only must be voluntary but must be knowing,  
9 intelligent acts done with sufficient awareness of the relevant circumstances and likely  
10 consequences.”). The union appears to believe that the burden is on the plaintiffs to  
11 “opt out” of union payments by navigating the obstacle course that the union and  
12 the State have placed in their path. Instead, the burden is on the *union* to show that  
13 the plaintiffs have affirmatively waived their constitutional right to keep her money  
14 away from the union, and that they have done so freely and with full knowledge of  
15 their constitutionally protected rights.

16       216. The CSUEU, SEIU Local 721, SEIU Local 2015, and every other union  
17 defendant must refund all money that they took from any public employee who had  
18 previously announced his resignation from the union and informed the union of that  
19 decision.

20       217. The CSUEU, SEIU Local 721, and SEIU Local 2015 are liable for punitive  
21 damages for purposefully and intentionally taking money from the paychecks of em-  
22 ployees who had previously announced their resignations from the union and in-  
23 formed the union of their resignations. *See Janus*, 138 S. Ct. at 2486 (“Neither an  
24 agency fee nor any other payment to the union may be deducted from a nonmember’s  
25 wages, nor may any other attempt be made to collect such a payment, unless the  
26 employee affirmatively consents to pay.”).

1       218. SEIU Local 721 and SEIU Local 2015 are liable for an additional amount  
2 of punitive damages for refusing to accept the resignations letters submitted by Ms.  
3 Goldad and Ms. Boyle—and for instructing those plaintiffs to submit an *additional*  
4 resignation letter after those plaintiffs had clearly announced in their initial letter that  
5 they had decided to quit the union. *See Exhibit 10 (Schoonover letter); Exhibit 11*  
6 (Butler letter).

7       219. The California State Controller and the Board of Trustees of the California  
8 State University must immediately halt the payroll deduction of union dues from any  
9 public employee or home health-care worker who has resigned their union member-  
10 ship. *See Janus*, 138 S. Ct. at 2486 (“Neither an agency fee nor any other payment to  
11 the union may be deducted from a nonmember’s wages, nor may any other attempt  
12 be made to collect such a payment, unless the employee affirmatively consents to  
13 pay.”).

14       220. Ms. Browne and Mr. Miller are suing on behalf of all current and former  
15 members of the CSUEU whose paychecks were tapped for union-related payments  
16 after they had told the union that they were resigning their memberships. The class  
17 includes anyone who has ever fallen within this definition, including former and re-  
18 tired public employees, and it includes anyone who comes within the class definition  
19 at any time before the conclusion of this action.

20       221. Ms. Golbad is suing on behalf of all current and former members of SEIU  
21 Local 721 or its affiliates whose paychecks were tapped for union-related payments  
22 after they had told the union that they were resigning their memberships. The class  
23 includes anyone who has ever fallen within this definition, including former and re-  
24 tired public employees, and it includes anyone who comes within the class definition  
25 at any time before the conclusion of this action.

222. Ms. Boyle and Ms. Thompson are suing on behalf of all current and former members of SEIU Local 2015 or its affiliates whose paychecks were tapped for union-related payments after they had told the union that they were resigning their memberships. The class includes anyone who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

## **STATEMENT OF CLAIMS—SEIU LOCAL 1000**

223. In 2017, SEIU Local 1000 revoked Mr. Finn's status as a "non-germane objector" and started tapping his paycheck for fees that would fund the union's political and ideological advocacy. The union did this without seeking or obtaining Mr. Finn's permission or consent. It then subjected Mr. Finn to these increased fees for an entire year, using a portion of that money to fund political and ideological advocacy that Mr. Finn opposed and had a constitutional right not to fund. And the union denied Mr. Finn the opportunity to opt out after he had discovered that the union had canceled his "non-germane objector" status without his consent.

224. SEIU Local 1000 violated Mr. Finn's constitutional rights under the Speech Clause by revoking his "non-germane objector" status and forcing him to fund political and ideological advocacy without seeking or obtaining Mr. Finn's consent.

225. SEIU Local 1000 violated state tort law by taking money from Mr. Finn's paycheck without seeking or obtaining Mr. Finn's permission or consent.

226. The California State Controller violated Mr. Finn's constitutional rights under the Speech Clause by diverting these increased fees from Mr. Finn's paycheck when Mr. Finn had previously opted for "non-germane objector status" and had never consented to fund the union's political and ideological advocacy.

227. SEIU Local 1000 must refund to Mr. Finn the difference between the “fair-share service fees” that it imposed from July 2017 though June 2018, and the reduced amount that Mr. Finn would have paid as a “non-germane objector” during that time period. SEIU Local 1000 must provide similar refunds to all other public employees who had their “non-germane objector” status revoked without their permission and consent.

228. SEIU Local 1000 is liable to Mr. Finn and his fellow class members for punitive damages for taking money from their paychecks to use for political and ideological advocacy after they had specifically objected to having their money taken for such purposes. SEIU Local 1000 is further liable to Mr. Finn and his fellow class members for punitive damages for refusing to allow them to restore their “non-germane objector” status upon discovering that the union had unilaterally revoked it.

229. Mr. Finn is suing on behalf of all current or former public employees in SEIU Local 1000 bargaining units who: (1) Opted for “non-germane objector status”; and (2) Had their “non-germane objector status” revoked by SEIU Local 1000 without their permission or consent. The class includes anyone who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

## **STATEMENT OF CLAIMS—SEIU LOCAL 2015**

230. SEIU Local 2015 has taken numerous unauthorized payments from Erin Thompson's paychecks without seeking or obtaining Ms. Thompson's consent.

231. These unauthorized payments include: (1) The COPE contributions, which Ms. Thompson has never agreed to and specifically refused when the union representatives visited her in her home; (2) The union's unlawful collection of monthly union dues from *each* of Ms. Thompson's monthly paychecks, a practice that allowed the

1 union to double dip and triple dip into Ms. Thompson's wages; (3) Deductions for  
2 union-sponsored health insurance and dental insurance that Ms. Thompson never re-  
3 quested or signed up for.

4 232. The union's collection of this money from Ms. Thompson violates the  
5 Speech Clause, the Supreme Court's ruling in *Janus*, and California tort law.

6 233. SEIU Local 2015 is liable to Ms. Thompson for compensatory and punitive  
7 damages for taking COPE contributions from her paycheck without seeking or ob-  
8 taining her consent.

9 234. SEIU Local 2015 is liable to Ms. Thompson for compensatory and punitive  
10 damages for taking monthly union dues from *each* of Ms. Thompson's monthly  
11 paychecks, a practice that illegally subjected Ms. Thompson to double or triple union  
12 dues.

13 235. SEIU Local 2015 is liable to Ms. Thompson for compensatory and punitive  
14 damages for taking money from her paycheck for union-sponsored health insurance  
15 and dental insurance that Ms. Thompson never requested or signed up for.

16 236. SEIU Local 2015 is equally liable to any other member of its bargaining  
17 units who was subjected to these payroll deductions without their consent.

18 237. Ms. Thompson is suing on behalf of a class of all current and former mem-  
19 bers of SEIU Local 2015 or its affiliates whose paychecks were tapped for COPE  
20 contributions that they did not affirmatively consent to. The class includes anyone  
21 who has ever fallen within this definition, including former and retired public employ-  
22 ees, and it includes anyone who comes within the class definition at any time before  
23 the conclusion of this action.

24 238. Ms. Thompson is suing on behalf of a second class of all current and former  
25 members of SEIU Local 2015 or its affiliates whose wages were tapped for monthly  
26 union dues more than once per month. The class includes anyone who has ever fallen

1 within this definition, including former and retired public employees, and it includes  
 2 anyone who comes within the class definition at any time before the conclusion of  
 3 this action.

4       239. Ms. Thompson is suing on behalf of a third class of all current and former  
 5 members of SEIU Local 2015 or its affiliates whose wages were tapped for union-  
 6 sponsored insurance plans that they never requested or signed up for. The class in-  
 7 cludes anyone who has ever fallen within this definition, including former and retired  
 8 public employees, and it includes anyone who comes within the class definition at any  
 9 time before the conclusion of this action.

10      **STATEMENT OF CLAIM—ILLEGAL DUES SKIMMING**

11       240. The State of California is violating the federal Medicaid Act by withholding  
 12 union dues and union-related payments from Ms. Boyle and Ms. Thompson’s  
 13 paychecks and diverting that money to SEIU Local 2015.

14       241. Section 1902(a)(32) of the Social Security Act requires State Medicaid plans  
 15 to pay providers directly for their services, and it forbids participating States to divert  
 16 those payments to third-party entities such as labor unions. *See* 42 U.S.C.  
 17 § 1396a(a)(32) (“No payment under the plan for any care or service provided to an  
 18 individual shall be made to anyone other than such individual or the person or insti-  
 19 tution providing such care or service”) (attached as Exhibit 2). Although section  
 20 1902(a)(32) provides four exceptions to this statutory command, *see* 42 U.S.C.  
 21 § 1396a(a)(32)(A)–(D), none of those exceptions allow a state to divert a provider’s  
 22 payments to a labor union. *See* Exhibit 2.

23       242. This federal statutory prohibition on “dues skimming” applies regardless of  
 24 whether a home health-care provider consents to the payroll deduction of union dues  
 25 or union-related contributions such as COPA payments. The State *must* pay the Medi-  
 26 caid provider and leave it to the union to collect its payments from the provider

1 through other means—even if the provider *wants* the State to send its money directly  
2 to the union.

3 243. The State of California is flouting this unambiguous statutory command by  
4 diverting Ms. Thompson’s payments to SEIU Local 2015.

5 244. In 2014, the Department of Health and Human Services (HHS) issued a  
6 rule that purports to allow States to garnish union dues from the paychecks it sends  
7 to Medicaid providers. *See* 42 C.F.R. § 447.10(g)(4) (“Payment may be made to a  
8 third party on behalf of the individual practitioner for benefits such as health insur-  
9 ance, skills training and other benefits customary for employees.”). *See* Exhibit 3. This  
10 rule contradicts the unambiguous text of 42 U.S.C. § 1396a(a)(32), which makes no  
11 allowance for diversions of this sort from a Medicaid provider’s wages. *See* Exhibit 2.

12 245. 42 C.F.R. § 447.10(g)(4) also violates the Speech Clause and *Janus* because  
13 it purports to allow States to divert a Medicaid provider’s paycheck to a labor union  
14 without the provider’s consent.

15 246. Although HHS has announced plans to repeal or amend 42 C.F.R.  
16 § 447.10(g)(4), the rule remains in effect while the notice-and-comment proceedings  
17 unfold. *See* Exhibit 4.

18 247. The Court should hold unlawful and set aside 42 C.F.R. § 447.10(g)(4),  
19 and it should promptly enjoin the California State Controller from withholding or  
20 diverting *any* union-related payments from the paychecks it sends to Medicaid pro-  
21 viders.

22 248. The Secretary of Health and Human Services is legally compelled to cut off  
23 federal Medicaid funding to States that divert a Medicaid provider’s paycheck to a  
24 labor union in violation of 42 U.S.C. § 1396a(a)(32). *See* 42 U.S.C. § 1396c (at-  
25 tached as Exhibit 5).

1       249. Ms. Boyle and Ms. Thompson sue on behalf of a class of all Medicaid providers in California whose paychecks have been or are being tapped for union dues or union-related fees or expenses. The class includes anyone who has ever fallen within this definition, including former and retired public employees, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

#### **STATEMENT OF CLAIM—RETIRED STATE EMPLOYEES**

7       250. The California State Employees Association (CSEA) and the California State Retirees (CSR) are violating the Speech Clause, the Supreme Court’s ruling in *Janus*, and state tort law by tapping Ms. Noujaim’s pension without her consent.

10      251. The California Public Employees’ Retirement System (CalPERS) is also violating the Speech Clause and the Supreme Court’s ruling in *Janus* by diverting this money from Ms. Noujaim’s pension to an ideological entity such as the CSR without Ms. Noujaim’s consent.

14      252. California State Retirees is subject to compensatory and punitive damages for taking money from Ms. Noujaim’s pension without her consent.

16      253. Ms. Noujaim sues on behalf of a class of all retired state employees whose pensions are being diverted to CSEA or CSR without the pensioner’s knowledge or without their consent. The class includes anyone who has ever fallen within this definition, and it includes anyone who comes within the class definition at any time before the conclusion of this action.

#### **STATEMENT OF CLAIM—LACK OF VALID CONSENT**

22      254. None of the plaintiffs in this case have ever provided legally valid consent to union membership or to the payroll deduction of union dues. Neither has any other public employee in California who agreed to union membership or payroll deductions before the Supreme Court’s ruling in *Janus*.

1       255. A public employee’s pre-*Janus* “consent” to union membership or to the  
 2 payroll deduction of union dues was unconstitutionally coerced. Any employee who  
 3 agreed to union membership or payroll deductions before *Janus* did so while working  
 4 in an unconstitutional agency shop, when employees who refused to join the union  
 5 were subject to an unconstitutional financial penalty. *See Janus*, 138 S. Ct. 2448. So  
 6 any “consent” to union membership obtained under these circumstances was the  
 7 product of duress and does not qualify as legally valid consent. If a person asks you to  
 8 sign a contract and threatens to take \$500 per year from your paycheck if you refuse,  
 9 that contract is not legally binding in any jurisdiction.

10      256. Because pre-*Janus* “consent” to union membership is tainted by the uncon-  
 11stitutional agency-shop arrangement, the union defendants have never secured the  
 12 plaintiffs’ freely given and legally valid consent to pay full membership dues in a right-  
 13to-work setting, where employees have a constitutional right to withhold *all* financial  
 14 support from the union.

15      257. In addition, any employee who “consented” to union membership is a pre-  
 16*Janus* agency shop consented to pay only the *difference* between full membership dues  
 17 and the “fair share service fees” that would have been imposed had they declined to  
 18 join the union. A pre-*Janus* employee’s agreement to pay that difference does not  
 19 represent “consent” to pay full membership dues in a post-*Janus*, right-to-work situ-  
 20 ation.

21      258. Finally, *Janus* holds that waivers of First Amendment rights cannot be pre-  
 22sumed, and must be “freely given and shown by ‘clear and compelling’ evidence.”  
 23 *Janus*, 138 S. Ct. at 2486. So union defendants cannot tap *any* public employee’s  
 24 paycheck unless the employee has executed a “freely given” waiver of his constitu-  
 25 tional right to withhold payments to a public employee union. *Janus*, 138 S. Ct. at

1 2486. Pre-*Janus* consent to union membership dues was not “freely given” because  
 2 it was unconstitutionally coerced.

3       259. The union defendants cannot treat an employee’s pre-*Janus* agreement to  
 4 join union membership as legally valid consent to continue union membership or  
 5 payroll deductions in a post-*Janus* world—especially when the consent was given un-  
 6 der duress and without knowledge of an employee’s pre-*Janus* constitutional rights.  
 7 The Court should therefore: (1) Declare that a public employee’s pre-*Janus* “consent”  
 8 to union membership or payroll deductions is legally insufficient to allow membership  
 9 or deductions to continue in a post-*Janus*, right-to-work environment; and (2) Enjoin  
 10 the union defendants and public employers from taking money from a public em-  
 11 ployee or home health-care worker unless the employee provides written authoriza-  
 12 tion that: (a) post-dates the Supreme Court’s ruling in *Janus* and (b) shows that the  
 13 employee knowingly and freely waived his constitutional right to decline union mem-  
 14 bership and withhold payments to the union.

15       260. The union defendants and public employers must also secure *informed* con-  
 16 sent before enrolling a public employee in union membership or tapping his paycheck  
 17 for membership dues. *See Brady v. United States*, 397 U.S. 742, 748 (1970) (“Waivers  
 18 of constitutional rights not only must be voluntary but must be knowing, intelligent  
 19 acts done with sufficient awareness of the relevant circumstances and likely conse-  
 20 quences.”); *Hamer v. Neighborhood Hous. Servs. of Chicago*, 138 S. Ct. 13, 17 n.1  
 21 (2017) (“Waiver is the ‘intentional relinquishment or abandonment of a known  
 22 right.’” (quoting *Johnson v. Zerbst*, 304 U.S. 458, 464 (1938))). For too long, public-  
 23 employee unions have left their members in the dark about their constitutional rights,  
 24 and public employers refuse to inform employees of their constitutional rights because  
 25 they fear an unfair-labor-practice charge. Many of the plaintiffs in this case had no  
 26 idea that they had a constitutional right to decline union membership before *Janus*,

1 and many were unaware that the union was using membership dues to fund political  
 2 lobbying and ideological advocacy that was not germane to the union's duties as a  
 3 collective-bargaining representative. A employee's waiver of *Janus* rights cannot be  
 4 valid unless the employee has been informed: (1) That he is not required to join the  
 5 union or pay money to the union as a condition of employment; (2) That the union  
 6 owes him a duty of fair representation regardless of whether he chooses to join or give  
 7 money to the union; and (3) That if he chooses to enroll in union membership, the  
 8 union will use a portion of his membership dues to fund political lobbying and ideo-  
 9 logical causes that he may or may not agree with.

10 261. Ms. Boyle, Ms. Browne, Ms. Caudel, Ms. Golbad, Mr. Miller, Ms. Thomp-  
 11 son, and Mr. White are suing on behalf of a class of all public employees and home  
 12 health-care workers in bargaining units represented by the union defendants or their  
 13 affiliates who: (1) want to resign their union membership and terminate financial sup-  
 14 port of the union; (2) would choose to leave the union and terminate financial support  
 15 if they were fully informed of their constitutional right to do so; or (3) would decline  
 16 to opt in to union membership by providing "clear and affirmative assent" if they were  
 17 fully informed of their constitutional rights under *Janus*. The class includes anyone  
 18 who comes within the class definition at any time before the conclusion of this action.

## 19 CAUSES OF ACTION

20 262. The plaintiffs bring suit under 42 U.S.C. § 1983 and the Declaratory Judg-  
 21 ment Act, 28 U.S.C. § 2201, each of which supplies a cause of action for the individ-  
 22 ual and class-wide relief that they are requesting.

23 263. The plaintiffs are also suing the union defendants under the state-law torts  
 24 of conversion, trespass to chattels, replevin, and any other state-law cause of action  
 25 that offers relief for this unlawful seizure of their personal property. The plaintiffs

1 invoke the supplemental jurisdiction of this court over these pendent state-law claims.

2 *See* 28 U.S.C. § 1337.

3 264. Finally, the plaintiffs are suing the United States and Director Verma under  
4 the Constitution and the Administrative Procedure Act, 5 U.S.C. § 706.

5 **DEMAND FOR RELIEF—UNCONSTITUTIONAL AGENCY SHOP**

6 265. The plaintiffs respectfully request that the court:

- 7 a. certify the plaintiff classes described in paragraphs 196–202;
- 8 b. order the union defendants and their affiliates to refund to every class  
9 member an amount equal to the “fair share service fees” that each  
10 class member was forced to pay, regardless of whether the class mem-  
11 ber retained or resigned his union membership, along with pre-judg-  
12 ment and post-judgment interest;
- 13 c. award costs and attorneys’ fees under 42 U.S.C. § 1988;
- 14 d. grant all other relief that the Court may deem just, proper, or equita-  
15 ble.

16 **DEMAND FOR RELIEF—UNCONSTITUTIONAL GARNISHMENT  
17 OF WAGES POST-JANUS**

18 266. The plaintiffs respectfully request that the court:

- 19 a. certify the plaintiff classes described in paragraphs 220–222;
- 20 b. order the CSUEU, SEIU Local 721, SEIU Local 2015, and all other  
21 union defendants to refund all money that they took from any public  
22 employee who had previously announced his resignation from the un-  
23 ion and informed the union of that decision, along with pre-judgment  
24 and post-judgment interest;
- 25 c. award punitive damages against the CSUEU, SEIU Local 721, and  
26 SEIU Local 2015 for purposefully and intentionally taking money

1 from the paychecks of employees who had already announced their  
2 resignation from the union;

- 3 d. award punitive damages against SEIU Local 721 and SEIU Local  
4 2015 for refusing to accept the resignations letters submitted by Ms.  
5 Goldad and Ms. Boyle, and for insisting that those plaintiffs submit  
6 an additional resignation letter after they had clearly announced in  
7 their initial resignation letter that they had decided to quit the union;  
8 e. issue an injunction that requires the CSUEU, SEIU Local 721, and  
9 SEIU Local 2015 to immediately honor and implement an em-  
10 ployee's decision to resign his union membership, regardless of when  
11 or how that employee chooses to communicate that decision;  
12 f. enjoin the CSUEU, SEIU Local 721, and SEIU Local 2015 from  
13 taking any money from the paycheck of any employee who has previ-  
14 ously announced his resignation from the union, unless that employee  
15 "clearly and affirmatively consents" to those payments;  
16 g. enjoin the Board of Trustees of the California State University from  
17 deducting union dues or union-related payments from the paychecks  
18 of Ms. Browne, Mr. Miller, or any other employee who has an-  
19 nounced his resignation from the union and informed the payroll de-  
20 partment of that fact;  
21 h. enjoin the California State Controller from deducting union dues or  
22 union-related payments from the paychecks of any public employee  
23 or home health-care worker who has resigned their union member-  
24 ship;  
25 i. declare that section 1157.12(b) of the California Government Code  
26 violates the constitutional rights of public employees and home

health-care workers, and permanently enjoin the defendants from enforcing it;

- j. declare that any pre-*Janus* union-membership contract that purports to limit an employee's constitutional right to quit the union or withdraw financial support is legally unenforceable;
  - k. award costs and attorneys' fees under 42 U.S.C. § 1988;
  - l. grant all other relief that the Court may deem just, proper, or equitable.

## **DEMAND FOR RELIEF—SEIU LOCAL 1000**

267. The plaintiffs respectfully request that the court:

- a. certify the plaintiff class described in paragraph 229;
  - b. order SEIU Local 1000 to refund to Mr. Finn and his fellow class members the difference between the full amount of “fair-share service fees” and the reduced amount that they would have paid had the union not revoked their “non-germane objector” status without their consent;
  - c. order SEIU Local 1000 to pay punitive damages to Mr. Finn and his fellow class members;
  - d. award costs and attorneys’ fees under 42 U.S.C. § 1988;
  - e. grant all other relief that the Court may deem just, proper, or equitable.

## **DEMAND FOR RELIEF—SEIU LOCAL 2015**

268. The plaintiffs respectfully request that the court:

- a. certify the plaintiff classes described in paragraphs 237–239;

- 1           b.     order SEIU Local 2015 to refund all COPE contributions that it took
- 2                 from Ms. Thompson and from any other home health-care worker
- 3                 who did not affirmatively consent to those payments;
- 4           c.     order SEIU Local 2015 to refund all excess monthly union dues that
- 5                 it garnished from Ms. Thompson's monthly paychecks, or from the
- 6                 paychecks of any other home health-care worker;
- 7           d.     order SEIU Local 2015 to refund all money that it took from Ms.
- 8                 Thompson or other home health-care workers for health insurance,
- 9                 life insurance, dental insurance, or any other union-provided insur-
- 10                 ance or benefit that the employee never requested or signed up for;
- 11           e.     award punitive damages against SEIU Local 2015 for these unauthor-
- 12                 ized garnishments of Ms. Thompson's wages, and award additional
- 13                 punitive damages against SEIU Local 2015 for every other employee
- 14                 who was subjected to similar unauthorized garnishments;
- 15           f.     award costs and attorneys' fees under 42 U.S.C. § 1988;
- 16           g.     grant all other relief that the Court may deem just, proper, or equita-
- 17                 ble.

#### **DEMAND FOR RELIEF—ILLEGAL DUES SKIMMING**

19           269. The plaintiffs respectfully request that the court:

- 20           a.     certify the plaintiff class described in paragraph 249;
- 21           b.     hold unlawful and set aside 42 C.F.R. § 447.10(g)(4), and perma-
- 22                 nently enjoin the Director of the Center for Medicare and Medicaid
- 23                 Services from enforcing or reviving it;
- 24           c.     enjoin the California State Controller from withholding or diverting
- 25                 any union-related payments from the paychecks that it sends to Med-
- 26                 icaid providers;

- 1           d. order SEIU Local 2015 to refund to the State any payments that were
- 2           illegally deducted from the paychecks of Medicaid providers, in violation
- 3           of 42 U.S.C. § 1396a(a)(32);
- 4           e. order the State Controller to claw back any money that was taken
- 5           from the paychecks of Medicaid providers and transferred to SEIU
- 6           Local 2015 or other labor unions in violation of 42 U.S.C.
- 7           § 1396a(a)(32);
- 8           f. order the State Controller to restore this clawed back money to the
- 9           Medicaid providers from whom it was unlawfully taken;
- 10          g. order the Secretary of Health and Human Services to fulfill his obligations under 42 U.S.C. § 1396c by notifying California—and every other State that deducts union membership dues or union-related payments from the paychecks of Medicaid providers—that their actions are impermissible under the federal Medicaid Act, and that HHS will terminate all federal Medicaid funding to those States unless they immediately halt this practice;
- 11          h. award costs and attorneys' fees under 42 U.S.C. § 1988;
- 12          i. grant all other relief that the Court may deem just, proper, or equitable.

20           **DEMAND FOR RELIEF—RETIRED STATE EMPLOYEES**

21          270. The plaintiffs respectfully request that the court:

- 22           a. certify the plaintiff class described in paragraph 253;
- 23           b. order California State Retirees to refund all money that it took from
- 24           Ms. Noujaim and any other retired state employee who did not know
- 25           of and consent to these payments;

- 1                   c. award punitive damages against California State Retirees for taking  
2                   money from Ms. Noujaim's pension without her knowledge and con-  
3                   sent, and award additional punitive damages against California State  
4                   Retirees for every other retired state employee whose pension was  
5                   tapped without his or her knowledge and consent;
- 6                   d. enjoin California State Retirees from taking any money from a re-  
7                   tiree's pension unless and until it obtains a signed document from the  
8                   retiree that authorizes these payments in the specific dollar amount,  
9                   and that includes the following language: "I understand that I am not  
10                  required to join or pay money to California State Retirees (CSR), and  
11                  I further understand that I have a constitutional right to withhold  
12                  these payments simply by resigning my membership in CSR. Never-  
13                  theless, I am freely choosing to waive these constitutional rights, and  
14                  I knowingly and freely consent to membership in CSR and to the  
15                  deduction of membership dues from my pension. I understand that I  
16                  may revoke my consent to these pensions deductions by notifying  
17                  CalPERS or CSR in person, over the phone, in writing, or over e-  
18                  mail.";
- 19                   e. enjoin the members of the Board of Administration for the California  
20                  Public Employees' Retirement System (CalPERS) from diverting any  
21                  money from a retiree's pension to California State Retirees unless and  
22                  until CalPERS obtains a signed document from the retiree that au-  
23                  thorizes these monthly payments in the specific dollar amount, and  
24                  that includes the language described in paragraph 270(d);
- 25                   f. award costs and attorneys' fees under 42 U.S.C. § 1988;

- 1           g.       grant all other relief that the Court may deem just, proper, or equita-  
2           ble.

3           **DEMAND FOR RELIEF—LACK OF VALID CONSENT**

4   271. The plaintiffs respectfully request that the court:

- 5           a.       certify the plaintiff class described in paragraph 261;
- 6           b.       declare that the plaintiffs' pre-*Janus* consent to union membership or  
7           payroll deductions was legally invalid and cannot support the contin-  
8           ued imposition of membership dues or payroll deductions in a post-  
9           *Janus*, right-to-work environment;
- 10          c.       permanently enjoin the union defendants, along with their officers,  
11           agents, servants, employees, attorneys, and any other person or entity  
12           in active concert or participation with them, from taking membership  
13           dues or other union-related fees from the paychecks of public employ-  
14           ees or home health-care workers unless and until that employee pro-  
15           vides written consent to those payments that post-dates the Supreme  
16           Court's ruling in *Janus* and that includes the following language: "I  
17           understand that I am not required to join the union or pay money to  
18           the union as a condition of my employment. I further understand that  
19           I have a constitutional right to withhold all monetary payments to the  
20           union simply by resigning my union membership, and I understand  
21           that the union owes me a duty of fair representation regardless of  
22           whether I remain a member of the union or give money to the union.  
23           I also understand that if I join the union, the union will use a portion  
24           of my union membership dues to fund political lobbying and ideo-  
25           logical causes that I may or may not agree with. Nevertheless, I am  
26           freely choosing to waive my constitutional rights under the Supreme

Court’s ruling in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, 138 S. Ct. 2448 (2018), and I knowingly and freely consent to union membership and to the payroll deduction of union membership dues. I also understand that I have the right to revoke my consent to union membership and dues at any time by notifying the union or my employer in person, in writing, over the phone, or over e-mail.”;

- d. permanently enjoin the California State Controller and the Board of Trustees of California State University from taking membership dues or other union-related fees from the paychecks of public employees or home health-care workers unless and until that employee provides written consent to those payments that post-dates the Supreme Court's ruling in *Janus* and that includes the language described in paragraph 271(c);
  - d. award costs and attorneys' fees under 42 U.S.C. § 1988;
  - f. grant all other relief that the Court may deem just, proper, or equitable.

Respectfully submitted.

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\* *pro hac vice* application  
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the Proposed Class*